



**Office of Real Property Utilization and Disposal  
U.S. General Services Administration  
Invitation for Bids**

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## **FOR SALE BY SEALED BID**

**900 S. WESTERN AVENUE**

**CHEBOYGAN, MICHIGAN 49721**

**IFB#: BOSTN-115-003-001**



## **INVITATION FOR BIDS - SEALED BID SALE**

### **AUCTION SUMMARY**

<b><u>Sale Type:</u></b>	<b>Sealed Bid Sale</b>
<b><u>Bid Opening Date and Time:</u></b>	<b>Wednesday, March 18, 2015 at 2:00 PM (EST)</b>
<b><u>Bid Deposit:</u></b>	10% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration.
<b><u>Terms:</u></b>	All cash, as is. Balance due in thirty (30) days after Bid Acceptance.

Any and all Bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including, without limitation: 1) the Instructions to Bidders for Sealed Bid; and 2) the General Terms of Sale.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

**SALES INFORMATION:** Gabrielle Sigel  
Phone: (617)565-5701  
Email: [gabrielle.sigel@gsa.gov](mailto:gabrielle.sigel@gsa.gov)

**SUBMIT SEALED BIDS TO:** U.S. General Services Administration  
PBS c/o Courtney Marenga  
T. P. O'Neill Federal Building, Room 1110  
10 Causeway Street  
Boston, MA 02222

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Part of Lots 19 and 20, Supervisor John P. Galbraith's first addition to the City of Cheboygan, Cheboygan County, Michigan described as commencing at the southeast corner of Section 36, T38N, R1W; Thence N 89°26'30" W, along the south line of said section, 33.00 ft., to the westerly right of way line of Western Avenue extended; Thence N 00°30'59" E, along said R.O.W. line, 527.45 ft., to the point of beginning; Thence N 89°26'30" W, parallel to said south section line, 299.71 ft.; Thence N 53°35'56" W 213.45 ft.; Thence N 00°30'59" E. Parallel to said R.O.W. line, 179.94 ft.; Thence S 89°26'47" E, parallel to the north line of Lot 20 as monumented, 472.65 ft., to said R.O.W. line; Thence S 00°30'59" W, along said R.O.W. line, 304.97 ft., to the point of beginning. Contains 3.06 acres, more or less.

Together with a ten (10) ft. wide drainage easement lying five (5) ft. either side of the following described centerline: Commencing at the southeast corner of Section 36, T38N, R1W; Thence N 89°26'30" W, along the south line of said section, 33.00 ft. to the westerly right of way line of Western Avenue Extended; Thence N 00°30'59" E, along said R.O.W. line, 532.45 ft., to the point of beginning; Thence N 89°26'30" W, parallel to said south section line. 289.09 ft.; thence N 53°35'56" W 64.99 ft.; Thence N 19°10'28" W 128.59 ft.; Thence N 72°53'57" W 81.98 ft., to the west line of said Parcel 2 and the point of ending.

## **EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be conveyed subject to a perpetual easement to build, construct, operate, maintain, repair, enlarge, reconstruct, relocate and inspect drainage facilities and systems on, in and under that certain portion of the Property shown on the Plan and further described in the Legal Description section of the Property Description portion of this IFB (the "Easement Area"). Grantor and its successors and assigns will have a right of entry in and across the Property for purposes of exercising the rights described in the preceding sentence. Grantee and its successors and assigns shall not: (i) Perform any activities on the Property which could disturb the Easement Area; (ii) Place any structure, fence, plantings or other improvements within the Easement Area without the prior written consent of Grantor; (iii) Obstruct Grantor's access to the Easement Area. The above-described easement and the rights appurtenant thereto will be included in the deed conveying title to the Property to Grantee.

The Property is further subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded.

## **UTILITIES & SERVICE PROVIDERS**

No public utilities are available. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the appropriate utility providers for information on the availability of utilities.

# GENERAL TERMS OF SALE

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## DEFINITIONS

The terms described in paragraphs a) through w) below shall have the meanings set forth therein.

a) **ACCEPTED BID**

The term “Accepted Bid” refers to a Bid that the Government elects to accept.

b) **AGREEMENT OF SALE**

The “Agreement of Sale” is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

c) **AS-IS**

The term “As-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property “with all faults,” whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

d) **BID**

A “Bid” is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

e) **BIDDER(S)**

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the Property.

f) **BID DEPOSIT**

The term “Bid Deposit” is defined in the Bid Deposit Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

g) **BID ENVELOPES**

The term “Bid Envelopes” is defined in the “Bid Envelopes” section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) **BID FORM AND BIDDER INFORMATION DOCUMENT**

The terms “Bid Form” and “Bid Form and Bidder Information Document” refer to the form titled “Bid Form for the Purchase of Government Property”

i) **BID OPENING DATE**

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) **CLOSING DATE**

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

k) **EIN**

The term "EIN" refers to an entity's Employer Identification Number.

l) **GOVERNMENT**

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

m) **GSA**

The term "GSA" refers to the United States General Services Administration, a federal agency.

n) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money.

o) **INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

p) **PLACE OF BID OPENING**

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

q) **PROPERTY**

The term "Property" refers to the property described in the Property Description of this IFB.

r) **PURCHASE PRICE**

The "Purchase Price" is the amount of money offered in the Accepted Bid.

s) **PURCHASER**

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

t) **SSN**

The term "SSN" refers to a Social Security Number.

u) **TIN**

The term "TIN" refers to a Tax Identification Number.

v) **WHERE-IS**

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

### **DESCRIPTION PROVIDED IN IFB**

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

### **INSPECTION**

There will be no scheduled inspection dates with GSA personnel. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction.

### **AGREEMENT OF SALE**

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "**Agreement of Sale**"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.



### **CONDITION OF PROPERTY**

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

### **ZONING**

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

### **RISK OF LOSS**

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

### **TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

### **REVOCATION OF BID AND DEFAULT**

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

### **GOVERNMENT LIABILITY**

If the Governments accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although

Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

#### **TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

#### **TITLE**

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

#### **EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

#### **COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

#### **TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The closing date of the sale (the "**Closing Date**") will be set by the Government and will be no later than **thirty (30)** calendar days after the acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

#### **DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY**

- a) The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).
- b) Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

#### **CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

**U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 1010  
Boston, Massachusetts 02222  
Attn: Gabrielle Sigel**

#### **OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

**ANTITRUST LAWS**

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

# INSTRUCTIONS TO BIDDERS FOR SEALED BID

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## 1. BID FORM AND BIDDER INFORMATION DOCUMENT

(a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by: (i) the Bid deposit (described in Section 2 below). The official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) **before 2:00pm EST on Wednesday, March 18, 2015** (the “**Bid Opening Date**”). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

(b) Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the Bid and the Bid must be manually signed.

(c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

(d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

(e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

## 2. BID DEPOSIT

Each Bid must be accompanied by a Bid deposit of 10% of the Bid amount in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration. Such Bid deposit must be in the form of the United States Currency, United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Money order and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** The Bidder, at its option, may be named as an alternative payee. This will enable Bidders whose Bids are rejected to negotiate the instrument once it is returned. Failure to so provide the Bid deposit shall require rejection of the Bid.

**Upon acceptance of a Bid, the Bid deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.** For Bids that are rejected, Bid deposits accompanying the rejected Bids will be returned to Bidders, without interest, **within five (5) working days** after rejection of the Bids.

## 3. BID ENVELOPES

Envelopes containing Bids must be sealed and addressed to:

**U.S. General Services Administration  
PBS c/o Courtney Marenga  
T. P. O'Neill Federal Building, Room 1110**

**10 Causeway Street  
Boston, MA 02222**

The above-listed address is referred to in this IFB as the **“Place of Bid Opening”**.

The name and address of the Bidder must be shown in the upper left corner of the Bid envelope. On the lower left corner of the Bid envelope it must state:

**Invitation for Bids number: BOSTN-115-003-001  
Bid Opening Date: Wednesday, March 18, 2015  
Time: 2:00pm EST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 2:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and FedEx.

#### **4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS**

(a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- 1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to a an IFB requiring receipt of Bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>); or
- 2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or
- 3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term “working days” excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

(c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service ,Certified Mail® Service or Global courier delivery service (Ie. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid,

modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail® Overnight Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

## **5. BID EXECUTED ON BEHALF OF BIDDER**

A Bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the Bidder.

- (a) **CORPORATION.** If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (b) **PARTNERSHIP.** If the Bidder is a partnership, and all partners sign the Bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those except limited partners must be furnished on the Bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bid on behalf of the partnership.
- (c) **LIMITED LIABILITY CORPORATION (LLC).** If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

## **6. REQUEST FOR INFORMATION**

Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division, Thomas P. O'Neill Federal Building, 10 Causeway Street, Room 1010, Boston, MA 02222, GSA will provide additional copies of this IFB and will answer requests for additional available information concerning the Property to facilitate preparation of Bids.

## **7. BIDS TO BE OPENED AT SPECIFIED TIME**

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 4 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

## **8. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in Bids received.

## **9. CONTINUING OFFERS**

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 30 calendar days after the Bid Opening Date; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 30 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance.

## **10. GOVERNMENT'S RIGHT TO ACCEPT A BID**

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.

## **11. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid deposit, as described in the Section 2. Bid Deposit Section above. The Government's processing of a Bid deposit shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any and all Bids received or portions thereof.



## NOTICES AND COVENANTS

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Notices and covenants pertaining to the following issues will be inserted in the Quitclaim Deed.

### NOTICE & COVENANT REGARDING HAZARDOUS SUBSTANCE ACTIVITY

1. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4), Grantor hereby gives notice that no hazardous substances have been released, disposed of, or stored for one year or more on the Property.

2. Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), Grantor warrants that any response action or corrective action found to be necessary after the date of such a sale or transfer shall be conducted by the United States.

a. This covenant shall not apply:

- i. in any case in which Grantee, its successors(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance, OR
- ii. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  1. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- iii. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for additional response action, and as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:
  1. The associated contamination existed prior to the date of this conveyance; and
  2. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

3. Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to

Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### **NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

### **ASBESTOS-CONTAINING MATERIALS**

1. Bidders are warned that the Property may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
2. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
3. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe

for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

4. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

5. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

6. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

**BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY**  
**(To be executed and submitted in duplicate)**

**Cheboygan, Michigan**  
**Sealed Bid Auction**  
**IFB#: BOSTN-115-003-001**

TO: GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION (1PZ)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Notices and Covenants; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees, if this Bid is accepted within **30 calendar days** after the date of Bid opening, to purchase the property described in the Invitation for Bids for the Bid amount entered below.

BID AMOUNT	BID DEPOSIT

In the event this Bid is accepted, the instrument of conveyance should name the following as Grantee(s):

\_\_\_\_\_

BIDDER REPRESENTS: (check appropriate space)

That he/she operates as:

\_\_\_\_\_ An individual

\_\_\_\_\_ A partnership consisting \_\_\_\_\_

\_\_\_\_\_ A limited liability partnership consisting of \_\_\_\_\_

\_\_\_\_\_ A corporation, incorporated in the State of \_\_\_\_\_

\_\_\_\_\_ A limited liability company (LLC) registered with the state of \_\_\_\_\_

\_\_\_\_\_ A trustee, acting for \_\_\_\_\_

NAME AND ADDRESS OF BIDDER (type or print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number Email Address

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: \_\_\_\_\_

SIGNER'S NAME AND TITLE (type or print): \_\_\_\_\_

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bid Form for Purchase of Government Real Property,  
See Paragraph 5, "Bid Executed On Behalf Of Bidder" for instructions)

**Cheboygan, Michigan**  
**Sealed Bid Auction**  
**IFB#: BOSTN-115-003-001**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as Bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said Bid was

(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of  
its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)